

From: Rich
To: Microsoft ATR
Date: 1/23/02 10:03am
Subject: Microsoft Settlement

My comments are brief...

The Proposed Final Judgement (PFJ) falls short in many ways but some of the more significant points include...

* The PFJ Contains Misleading and Overly Narrow Definitions and Provisions.

These provisions are so narrowly defined that the impact upon Microsoft is almost nil. For instance, releasing API documentation to ISV producing compatible middleware is not mandated until AFTER the deadline for the ISVs to that their middleware is compatible. Not doesn't this make sense, it is just plain silly and is part of a rather obvious attempt to present the appearance of Microsoft being punished when in reality, they are being given added competitive edge.

* The PFJ Fails to Prohibit Anticompetitive License Terms currently used by Microsoft

Licensing practices have long been an issue with Microsoft. The PFJ does almost nothing to retrain the predatory practices of Microsoft in their dealing with clients. The same licenses and practices were banned once upon a time by the 1994 consent decree.

* The PFJ Fails to Prohibit Intentional Incompatibilities Historically Used by Microsoft

This is such a well documented problem that it is hard to believe that the PFJ does not address it to the satisfaction of anyone but Microsoft.

These incompatibilities have hurt consumers and ISVs and are allowed to continue unabated. Shame on the PFJ for not resolving this issue.

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"They that can give up essential liberty to obtain a little temporary safety deserve neither liberty nor safety."

